

The State Bar of California

# REQUEST FOR PROPOSAL



This document is a Request for Proposal ("RFP") for Courtroom Audio Systems.

Please submit 6 copies of your proposal no later than 5 p.m. on May 24, 2006 to:

The State Bar of California  
180 Howard Street  
San Francisco, CA 94105-1639

Attn: Dan Gaff  
Office of the State Bar Court  
415-538-2016  
Dan.Gaff@calbar.ca.gov

## I. INTRODUCTION

The State Bar Court of California is an administrative arm of the California Supreme Court and adjudicates attorney discipline and regulatory matters on their behalf. There are three primary kinds of proceedings conducted in two courtrooms, all of which depend upon the flawless operation of the audio amplification, teleconference interface, and recording systems: (1) teleconferences, often connecting two or more separate parties to the courtroom; (2) in-person conferences and trials often involving lengthy testimony and examination; and (3) oral arguments in which attorneys address a panel of judges from a podium.

In recent years there have been problems with the audio system including (1) age- and wear-related mixer/amplifier failures which have required service; (2) reception of audible radio signals which interfere with an accurate recording; (3) excessive feedback in overhead speakers; (4) problems with volume and echo during teleconferences; and (5) loss of recorded testimony; (6) power supply failures in the teleconference interface; and (7) dropped phone lines during teleconferences.

The State Bar Court is seeking proposals to eliminate these problems and to upgrade existing equipment that may be approaching the end of its life expectancy. Details of the existing installed equipment and specific requirements can be found in section III: Statement of Work, and attachment A: Current Courtroom Environment.

The State Bar will host a pre-bid conference on May 8, 2006, 3:00 to 5:00 p.m. in the State Bar Court courtroom at 180 Howard Street, San Francisco CA 94105. If you wish to attend, please contact Dan Gaff at [dan.gaff@calbar.ca.gov](mailto:dan.gaff@calbar.ca.gov) or 415-538-2016 by Monday May 8 at 12:00 p.m. to make arrangements to participate.

As a governmental agency, the State Bar regularly is granted favorable governmental pricing and contract terms.

Contact with State Bar personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized contact of any State Bar personnel may be cause for rejection of a bid.

## **II. GENERAL INFORMATION**

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 90 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

### **A. Submission Requirements**

To be considered responsive, a proposal must contain the following, referenced by number and in the order below:

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor. Vendor must submit a completed electronic version of Attachment B: Company History Questionnaire, either by including a disk with the proposal, or by emailing a copy to [Dan.Gaff@calbar.ca.gov](mailto:Dan.Gaff@calbar.ca.gov).
2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. The most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data.
4. A description of similar projects completed by the bidder within the past three (3) years.
5. Qualifications, background and experience of the project director and other staff proposed to work on the project.
6. References with contact information from organizations that have used bidder's services for similar projects/installations within the last 12-18 months.
7. A general description of the techniques, approaches and methods to be used in completing the project

8. A description of the chronology for completing the work, including a time line and deadlines for each task.
9. A detailed cost proposal, including any travel costs and other expenses. As the State Bar may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The State Bar reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered.

## **B. Rejection of Proposals**

**The State Bar reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever.** All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. The State Bar may or may not waive an immaterial deviation or defect in a proposal. The State Bar's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not really competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in the State Bar's opinion the information was intended to mislead the State Bar regarding a requirement of the RFP.

## **C. Evaluation Process and Highest Scored Bidder**

An evaluation team will review in detail all proposals that are received to determine the Highest Scored Bidder ("HSB").

The State Bar reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, and cost.

During the evaluation process, the State Bar may require a bidder's representative to

answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team and/or the State Bar Senior Executive Team. The State Bar may also have discussions with those bidders falling within a competitive range, and request revised pricing offers from such bidders and make an award and/or conduct negotiations thereafter.

**The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.**

1. Responsiveness of the proposal to the submission requirements set forth in the RFP (10%).
2. Agreement with the State Bar's contracting requirements (10%).
3. The technical ability, capacity, and flexibility of the bidder to perform the contract in a timely manner and on budget, as verified by, e.g., the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with the State Bar (35%).
4. The financial viability of the bidder as evidenced by standard financial reports (10%).
5. The total cost of the proposal solution. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the State Bar to implement the solution over the term of the contract (35%).

If a large number of proposals are received, the State Bar reserves the right to review the proposals using a tiered evaluation system. All proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as a finalist and receiving a full evaluation as outlined above.

#### **D. Award and Execution of Contract**

Subject to the State Bar's right to reject any or all proposals, the HSB will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent to bidders on or about June 12, 2006 of the Bar's intention to award the contract to the HSB. It is anticipated that final selection of the HSB will be made by June 19, 2006. The evaluation team will select a winning proposal subject to approvals granted by the Board of Governors. Upon selection, the State Bar and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

No contract or agreement, express or implied, shall exist or be binding on the State Bar before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the State Bar in its sole discretion, the State Bar may enter into negotiations and sign a contract with any other bidder who submitted timely, responsive and responsible proposals to this RFP.

If, after the State Bar and the HSB agree to terms and execute a contract, that contract is terminated for any reason, the State Bar may, in its sole discretion, either enter into negotiations with the next highest scored bidder, or issue a new RFP and begin the proposal process anew.

Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to Dan Gaff at [Dan.Gaff@calbar.ca.gov](mailto:Dan.Gaff@calbar.ca.gov).

Where written notice is required in this RFP, the notice must be sent by U.S. mail **and** either facsimile or e-mail.

#### **E. Errors in the RFP**

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide the State Bar with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the State Bar may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders to whom the RFP was sent.

If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP but fails to notify the State Bar of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### **F. Questions Regarding the RFP**

Initial questions can be asked at the pre-bid conference, scheduled May 8, 2006, 3:00 to 5:00pm in the State Bar Court courtroom at 180 Howard Street, San Francisco CA 94105. Any questions posed after the pre-bid conference may be addressed in writing to Dan Gaff at [dan.gaff@calbar.ca.gov](mailto:dan.gaff@calbar.ca.gov). All questions must be submitted no later than 5 days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the

question, the bidder must submit a statement explaining why the question is sensitive. If the State Bar concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the State Bar does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

A bidder who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The State Bar must receive any such request no later than 5 days before the deadline for submitting proposals.

#### **G. Addenda**

The State Bar may modify the RFP prior to the date fixed for submission by posting, mailing, emailing or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar in writing no later than 5 days before the deadline for submitting proposals.

#### **H. Withdrawal and Resubmission/Modification of Proposals**

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the State Bar in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal, provided that it is received at the State Bar no later than the deadline.

Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

#### **I. Protest Procedure**

A bidder may protest the award if it meets all the following conditions:

1. The bidder has submitted a proposal that it believes is or should have been the HSB, under the criteria set forth above;
2. The bidder believes that its proposal meets the State Bar's administrative and technical requirements, proposes services of proven quality and performance, and offers a competitive cost to the State Bar; and
3. The bidder believes that the State Bar has incorrectly selected another bidder.

A bidder qualified to protest should contact Andrew Conover, Procurement Supervisor, (415) 538-2207, to attempt an informal resolution. If this contact is unable to resolve the protest to the bidder's satisfaction, the bidder must file a written protest within 5 days of the notice of intention to award the contract. The written protest must state the facts surrounding the issue and the reasons the bidder believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

The State Bar of California  
180 Howard Street  
San Francisco, CA 94105-1639

Attention: Peggy Van Horn, Chief Financial Officer

Protests will be reviewed and decided by the State Bar's Award Protest Team within 30 days after the State Bar issues written acknowledgment of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

**J. News Releases**

News releases pertaining to the award of a contract may not be made without the prior written approval of the State Bar.

**K. Disposition of Materials**

All materials submitted in response to an RFP will become the property of the State Bar of California and will be returned only at the State Bar's option and at the expense of the bidder. One copy of each proposal will be retained for official files and become a public record. Specific limited pages of a proposal, not including proposed cost and compensation, may be marked as proprietary and confidential. The bidder's consent will be requested before release of such pages to non-State Bar personnel. By submitting a proposal, a bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

**III. STATEMENT OF WORK**

**A. Courtroom Audio System Overview**

This overview applies to both courtrooms.

The mixer/amplifier system is stored in a closet behind the judge's bench and contains the following rack-mounted components:

- 8-channel analog microphone mixer

- 1-channel amplifier
- Teleconference interface

Throughout the courtrooms, there are numerous microphones, microphone cables, and ceiling-mounted speakers.

PC-based digital recording software (FTR Gold) is used to record court proceedings. The Clerk's desk contains the following relevant hardware:

- 4-channel FTR mixer connecting pre-amp outputs from analog mixer to PC sound card
- PC for digital recording of testimony, logging of notes, and performing other functions
- Telephones and keypad for connecting teleconferences to the audio system

For further descriptions of existing equipment, refer to attachment A: Current Courtroom Environment.

## **B. Statement of Work**

1. The Vendor will replace analog mixer/amplifier and teleconference interface with a new digital signal processor, amplifier, and teleconference interface in Courtrooms 1 and 2 to:
  - a. Eliminate age- and wear-related equipment failures;
  - b. Eliminate reception of radio station signals;
  - c. Enable integrated multi-party teleconferencing capabilities with acoustic echo-canceling;
  - d. Enable custom configuration of inputs/outputs to speakers and to PC-based recording software;
  - e. Enable direct connection from signal processor to PC sound card (eliminate FTR mixer);
  - f. Enable speaker-zoning;
  - g. Enable simple, user-friendly control system with pre-sets for various audio scenarios; and
  - h. Adapt installation to the number of microphone inputs and the size of each courtroom.
2. The Vendor will provide product literature and equipment warranty information, wiring diagrams, and as-built schematics or drawings.
3. The Vendor will propose several service plans and maintenance agreement options from which to choose. These options should range from minimal levels (e.g., per-call hourly rates) to long-term contract service agreements (e.g., flat monthly or yearly fees for guaranteed support, defined response time, etc.).



4. The Vendor will include in their service plan proposals the option to cover existing equipment which is part of current installation (e.g. wiring, microphones, speakers).
5. The Vendor will provide a training program and reference materials for use of new the system including on-site support for first day of real court operation.
6. The Vendor will provide recommendations for future services to further improve audio systems (e.g., relocating speakers, replacing microphones, adding additional equipment).
7. The State Bar's standard Terms for invoice payment are net 30 days, with certain allowances for holdback until final acceptance testing can be completed. The Vendor will provide information on any additional preferred payment terms and schedules and will include information on fees for after-hours and weekend installation work.

#### **IV. CONTRACTING REQUIREMENTS**

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

The State Bar contemplates that, in addition to the terms described above in this RFP, final agreement between the State Bar and the selected vendor will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

##### **A. Time of Essence**

Time is of the essence with respect to Vendor's performance of the services and equipment to be provided in the final agreement.

##### **B. Warranties and Representations**

Vendor will warrant and represent that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty.

##### **C. Equipment, Tools, Supplies**

The Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from the State Bar. The State Bar has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform services under this agreement.

**D. Indemnity Obligations of Vendor**

To the fullest extent permitted by law, the Vendor will agree to protect, indemnify, defend and hold the State Bar and the State Bar's Board of Governors, officers, employees, agents and representatives and each of their successors and assigns (the "Indemnities") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Vendor, the Vendor's employees, subcontractors, agents, representatives or assigns (collectively, the "Vendor's Agents") in the performance or non-performance of the professional services required to be performed by the Vendor under the Agreement; or (c) the State Bar's enforcement of its rights under this indemnity provision. The Vendor will agree that its obligations under this indemnity will survive the expiration and termination of this agreement.

In the event both the State Bar and Vendor are named as defendants in the same civil action, and the State Bar determines that a conflict of interest exists between the parties, Vendor will agree to provide, at its own cost, independent counsel for the State Bar. The State Bar may, at its option, designate its Office of General Counsel as equal participating counsel in any litigation wherein the Vendor defends the State Bar.

**E. Insurance Obligations of Vendor**

The Vendor will provide and keep in full force and effect during the term of this agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and the State Bar, with an insurer reasonably acceptable to the State Bar:

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00)

per occurrence.

3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.
4. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000) and an occurrence limit of two Million Dollars (\$2,000,000).

The Vendor will deliver to the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: Andrew Conover, Procurement Supervisor, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the State Bar as an additional insured and will state that the Vendor's policy shall be primary and that any insurance carried by the State Bar shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the State Bar in the event of cancellation or reduction in coverage or amount. If the Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, the State Bar may purchase the appropriate insurance policies and the Vendor will pay upon demand the cost of it to the State Bar or the State Bar may terminate this agreement. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under this agreement in accordance with the terms, hereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Vendor will immediately notify the State Bar if the Vendor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If the Vendor's commercial general liability insurance contains such restrictive endorsements, the Vendor shall have five (5) business days to remove said restrictions. If the Vendor is unable to do so, the State Bar may terminate this agreement, and will be required to give the Vendor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

#### **F. Termination**

1. **At Will.** The agreement will be terminated by the State Bar, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the State Bar.

2. **Authorization of Funds.** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the California State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the State Bar of any further obligation, except for the State Bar's obligation to pay for services already performed pursuant to this agreement.
3. **Default by Vendor.** This agreement may be terminated by the State Bar upon thirty (30) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is terminated due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the State Bar will have the right to have the services completed by other parties and the Vendor will reimburse the State Bar for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, the State Bar's right to consequential damages caused directly or indirectly by the Vendor's default.
4. **Automatic Termination.** This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the agreement.

**G. Confidentiality and Publicity**

The Vendor will retain all confidential information provided by the State Bar in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the State Bar. The State Bar retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

**H. Compliance with Laws**

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 *et seq.*) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 *et seq.*). Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts

to perform work under the agreement.

## **I. Assignment/Subcontracting**

1. **Assignment.** The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the State Bar, which consent may be granted or withheld in the sole and absolute discretion of the State Bar.
2. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the State Bar.

The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

## **J. General Provisions**

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.
2. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.
4. **Arbitration** Any question, claim or dispute arising out of or in connection with this agreement in excess of Five Thousand Dollars (\$5,000.00) shall be

referred to binding arbitration, except with respect to disputes regarding breaches of confidentiality. Such arbitration shall take place before a single arbitrator in the City and County of San Francisco, and shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. The arbitrator shall apply legal principles in accordance with California law, without regard to its conflict of laws principles, unless the alleged claim or dispute is otherwise pre-empted by federal law. By agreeing to this arbitration clause, neither party waives applicable defenses or immunities available to it under California law. Any arbitration demand made under this clause must be made no later than one year from the expiration or termination of this agreement. Each party will be solely responsible for payment of its own pro rata share of any expenses and fees incurred during the course of arbitration. In no event will the arbitrator have the power or authority to award consequential damages, indirect or special damages, lost profits, loss of goodwill, punitive, or speculative damages. Disputes of Five Thousand Dollars (\$5,000) or less shall be handled in Small Claims Court in the City and County of San Francisco.

5. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services pursuant to the agreement.

## Attachment A

COURTROOM ENVIRONMENT		
Existing Equipment	Current Situation	Desired State
<b>Microphones</b> <u>Courtroom 1:</u> Audio-Technica 63 Unidirectional installed at Bench (3 mics), Witness Stand, 2 Counsel Tables; Audio-Technica gooseneck w/on-off switch at Clerks Desk. <u>Courtroom 2:</u> Audio Technica Gooseneck w/on-off switch at Bench, Clerks Desk; Audio Technica 63 Unidirectional installed at Witness Stand, 2 Counsel Tables.	Microphones were replaced in 2002 / 2003.	Retain equipment.
<b>Cable</b> West Penn Wire 291: SHLD Microphone/line cable. West Penn Wire 294: 18AWG STRD CU TPR Speaker Cable.	Installed April 1998. Cable is not installed in conduit. Fall 2004, new cables were installed between microphones and floor connectors.	Retain unless vendor proposals require replacement.
<b>Sound System Mixer</b> IRP TC 6024 Teleconferencing Interface IRP TA 4080 8-Channel Teleconferencing Mixer	Control switches showing signs of oxidation and aging. Recent problems have required replacement of power supply.	Replace or upgrade.
<b>Recording System Mixer</b> FTR MX4 Portable Audio Mixer (mixes all microphone inputs, digitized sound and sends sound to computer).	An experienced court technology consultant recently informed us that these mixers have been known to be a source of radio interference.	Remove (if feasible).
<b>Amplifier</b> Altec Lansing 1415A	Installed April 1998. Control switches aging and showing signs of oxidation.	Replace or upgrade.
<b>Overhead Speakers</b> Atlas Soundolier C803AT70, 8" Ceiling Coaxial Speakers, 70 volt.	7 speakers of which 5 are located directly above microphones; which was not a problem between 1998 and 2004.	Retain. Consider relocating.
<b>Individual Speakers</b> Cyber Acoustics CA 2022R	2 speakers installed at Clerks desk.	Retain
<b>Telephones</b> <u>Court 1:</u> Rolm Analog CBX; 2 Rolm Digital 120. <u>Court 2:</u> Rolm Analog CBX, 1 Rolm Digital 120.	CBX phone connects multiple parties. 120 phone is used for outgoing or incoming calls not associated with recording.	Retain Rolm Digital 120. Find better quality Rolm Analog CBX (refurbished phone).
<b>Sound System Other</b> Sound Control Technologies Model RT3P; Keypad	Keypad is used to transfer conference call from phone system to amplification system.	Eliminate or improve interface.
<b>Computer Hardware</b> IBM Tower, Pentium 4. IBM ThinkVision monitor. Sony CD Rewritable DVD+RW/+R	Installed March 2004. Important note: This is when the radio interference problems started.	Retain.
<b>Computer Software</b> Windows XP; MS Office Suite; Adobe Acrobat Reader 6.0; ScreenPrint Platinum; Menu Manager; FTR Reporter; FTR Lognotes; FTR Player Plus; AS/400 System (Gracie & George)	Installed March 2004. FTR Reporter software has recorded radio broadcasts on several occasions.	Retain.
<b>Printer</b> <u>Courtroom 1:</u> HP Laserjet 6P; toggle switch <u>Courtroom 2:</u> HP Laserject 5MP	Installed May 2005.	Retain. Periodically upgrade.
<b>Other</b> Laptop at judge's bench. MS Wireless Keyboard & Mouse (Courtroom 1). Panic Buttons. Wi-Fi hub nearby on lower floor. Portable electronic devices (cell phones, palm pilot, blackberry, etc.). Audex SA-PS1-U2 infrared Portable Emitter (assistive listening system) installed on occasion. Surveillance Cameras ARM C480, C 480DN.	This equipment could be a possible source of interference.	Retain.

## Attachment B: Business History Questionnaire

### Business Details

Complete fields below

Legal Name of Business or Full Name of Individual	
Name of Ultimate Holding Entity <i>if applicable</i>	<input type="checkbox"/> n/a
Registered Business or Trading Name <i>if applicable</i>	<input type="checkbox"/> n/a
Registered Business Address--Street	
Registered Business Address--City, ST Zip	
Address documents scanned--City, ST Zip	
Business URL	
Business Type	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other
Taxpayer Identification Number <i>TIN or SSN</i>	
Publically traded?	<input type="checkbox"/> yes <input type="checkbox"/> no
Trading Symbol	
Number of Employees Full-Time	
Number of Employees Part-Time	
Number of Employees Contract/Consulting	
Years in Business	
Former Business Name <i>if applicable</i>	<input type="checkbox"/> n/a

### Financial Details

Summarize financials below

<b>2004</b>	
Total Assets	
Total Liabilities	
Profit/Loss	
<b>2003</b>	
Total Assets	
Total Liabilities	
Profit/Loss	
<b>2002</b>	
Total Assets	
Total Liabilities	
Profit/Loss	
Current D&B Rating	<input type="checkbox"/> none
Most recent annual report/audited financial statement included?	<input type="checkbox"/> yes <input type="checkbox"/> no
If not, please explain:	

### Relevant Names

Include all critical roles in proposal

Full Name, title	
Address <i>City, ST only</i>	
Number of Years in Organization	
Full Name, title	
Address <i>City, ST only</i>	
Number of Years in Organization	
Full Name, title	
Address <i>City, ST only</i>	
Number of Years in Organization	
Full Name, title	
Address <i>City, ST only</i>	
Number of Years in Organization	

### Supplementary Information

Attach detailed explanation for any item(s) marked yes.

Has any office bearer or relevant name listed above been involved with a business failure?	<input type="checkbox"/> yes <input type="checkbox"/> no
Has any office bearer or relevant name listed above declared bankruptcy?	<input type="checkbox"/> yes <input type="checkbox"/> no
Has any office bearer or relevant name listed above been involved in a government investigation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Is there any current, pending, or finalized litigation against your organization during the past 5 years?	<input type="checkbox"/> yes <input type="checkbox"/> no
Any debt collections by debt collection agency on behalf of creditors of your organization, office bearers or relevant name listed above?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are there any other contingent liabilities, not reported in the financial statements, that are likely to impact the financial position of your organization?	<input type="checkbox"/> yes <input type="checkbox"/> no